

UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF NEW YORK

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In re:

Stephen Love

Case No.: 1-09-51178-ESS  
Chapter 7

Debtor,

**DECLARATION IN  
OPPOSITION**

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Richard M. Gabor, Esq., under penalty of perjury, hereby declares as follows:

1. I am a principal of Gabor & Marotta LLC ("G&M") counsel to the debtor.
2. I am submitting this Declaration in opposition to DCFS USA LLC's ("DCFS") motion for relief from the automatic stay pursuant to 11 U.S.C. 362(d)(1).
3. DCFS moves to lift the stay as against the collateral guaranteed by the Debtor, namely a 2005 Western Star 4900FA truck and an American ARU-75-22XT hoist.
4. DCFS alleges that the truck and its hoist are undersecured as the value is \$23,500.00 and that pursuant to the security agreements with Sta-Brite Services, Inc., it is owed approximately \$41,464.75. It does so through an Affidavit of Fact submitted by its counsel, who has no personal knowledge of the current state of the truck. See Docket No. 19-2.
5. There is, however, no need to lift the stay as (1) DCFS is oversecured according to recent sales of comparable trucks, and (2) there is a tentative payment arrangement by Brite Carting, Inc., to pay the arrears over the next 24 months, including Brite Carting, Inc., continuing to make payment in timely fashion, and maintaining adequate and continuous insurance coverage on the collateral. As such, there is adequate protection for the collateral.

6. The truck has a potential value of \$79,000, greatly exceeding the \$41,464.75 claimed by DCFS. The truck has approximately 140,000 miles and a Mercedes engine. Attached hereto as Exhibit A are print-outs of comparable sales.

7. Moreover, DCFS USA LLC is provided adequate protection, as Brite Carting, Inc., has worked out a tentative arrangement to pay the amount owed under the security agreements by 24 payments of \$1,708.00.

8. On the other hand, if the automatic stay is lifted, pursuant to the security agreements, DCFS USA LLC may repossess the collateral immediately, depriving Brite Carting, Inc., of the benefit thereof. See Docket No. 19-1 (Security Agreement at ¶10).

9. Due to the foregoing, DCFS USA LLC cannot meet its burden to establish that relief from the automatic stay is warranted.

WHEREFORE, Debtor respectfully requests that the Court deny DCFS USA LLC's motion for relief pursuant to 11 U.S.C. §362(d)(1) in its entirety, and for such other and further relief as the Court may deem just and proper.

Dated: New York, New York  
March 9, 2010

s/ Richard M. Gabor

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Richard M. Gabor (RG-8746)